

**JUDICIAL COUNCIL OF CALIFORNIA  
ADMINISTRATIVE OFFICE OF THE COURTS**

455 Golden Gate Avenue  
San Francisco, California 94102-3688

**Report Summary**

TO: Members of the Judicial Council

FROM: Civil and Small Claims Advisory Committee  
Hon. Elihu Berle, Chair  
Alan Wiener, Attorney, 818-558-3051

DATE: August 18, 2003

SUBJECT: Alternative Dispute Resolution: Forms Related to Attorney-Client Fee Arbitration and Contractual Arbitration (revise form ADR-103; revise and renumber form ADR-103A as form ADR-105; approve forms ADR-104 and ADR-106) (Action Required)

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Issue Statement

Judicial Council form ADR-103, *Petition After Attorney-Client Fee Dispute Arbitration Award*, is complex because it combines the allegations for requesting confirmation, correction, or vacatur of an attorney-client fee arbitration award with the allegations for requesting a trial de novo following a non-binding fee arbitration award. This complexity increases the possibility that litigants request relief that is not available in their case. Form ADR-103 also omits certain allegations that are required in a petition to confirm, correct, or vacate an arbitration award, or that might otherwise assist litigants and courts in addressing requests for court relief after attorney-client fee arbitrations. There is currently no Judicial Council form for requesting confirmation, correction, or vacatur of a contractual arbitration award that does not involve an attorney-client fee dispute.

Recommendation

The Civil and Small Claims Advisory Committee recommends that the Judicial Council, effective January 1, 2004:

1. Retitle form ADR-103 as *Petition to Confirm, Correct, or Vacate Attorney-Client Fee Arbitration Award* and revise it to remove the allegations for requesting a trial after a non-binding arbitration and to add other allegations pertinent to a request to confirm, correct, or vacate an award;
2. Approve form ADR-104, *Rejection of Award and Request for Trial After Attorney-Client Fee Arbitration*, to replace and supplement the allegations

pertinent to a request for trial after a non-binding arbitration which are currently contained in form ADR-103;

3. Renumber form ADR-103A, *Information Regarding Rights After Attorney-Client Fee Arbitration*, as form ADR-105 and revise it to reflect the revisions to form ADR-103 and the approval of form ADR-104; and
4. Approve form ADR-106, *Petition to Confirm, Correct, or Vacate Contractual Arbitration Award*, for use following arbitrations that do not involve attorney-client fee disputes.

The proposed revised and new forms are attached beginning at page 12. Current forms ADR-103 and ADR-103A follow the proposed forms, beginning at page 23.

#### Rationale for Recommendation

Separate forms for requesting confirmation, correction, or vacatur of an attorney-client fee arbitration award and for requesting a trial after a nonbinding fee arbitration will make it easier for litigants, and particularly unrepresented parties, to request appropriate relief. The revised forms also request additional information that is required or that may otherwise help the respondents and the court. Form ADR-106 will provide a convenient method for litigants to request confirmation, correction, or vacatur of arbitration awards that do not involve attorney-client fee disputes.

#### Alternative Actions Considered

The advisory committee considered adding the new allegations that are required or considered helpful to the current form ADR-103, rather than proposing a new form ADR-104, but concluded that this approach would make the current form even longer and more complex.

The committee considered developing a form complaint to commence a new action and request a trial following a nonbinding attorney-client fee arbitration when an action concerning the fee dispute is not already pending. The committee concluded that such a form is not feasible because of the variation in the causes of action and facts that may need to be alleged. However, form ADR-104 is designed so that it can be filed with a new complaint and information form ADR-105 refers to existing Judicial Council complaint forms that may be suitable for commencing a new action.

#### Comments From Interested Parties

The proposed forms were circulated as part of the regular Spring 2003 comment cycle. Eight individuals or organizations submitted comments. Overall, six commentators expressly agreed with the proposal, one agreed only if the proposal is modified, and none disagreed with the proposal. The State Bar Committee on

Mandatory Fee Arbitration did not expressly indicate whether it agrees or disagrees with the proposal; however, its comments are generally supportive.<sup>1</sup>

#### Implementation Requirements and Costs

Completing the production and publication of the forms would require some minimal additional staff time and expense on the part of the Administrative Office of the Courts. Implementing this proposal will not impose any requirements or costs on litigants or courts, and may save them time and expenses in preparing, responding to, and resolving petitions to confirm, correct, or vacate arbitration awards and requests for trial after attorney-client fee arbitrations.

#### Attachments

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<sup>1</sup> Summaries of the public comments received and the advisory committee's responses are set forth in the chart beginning at page 27.

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Fee Arbitration and Contractual Arbitration (revise form ADR-103;  
revise and renumber form ADR-103A as form ADR-105; approve  
forms ADR-104 and ADR-106) (Action Required)

Introduction

The Civil and Small Claims Advisory Committee recommends that the Judicial Council revise and approve four forms for obtaining court relief following attorney-client fee arbitrations and contractual arbitrations. Current form ADR-103, *Petition After Attorney-Client Fee Dispute Arbitration Award*, can be used to request confirmation, correction, or vacatur of an attorney-client fee arbitration award or to request a trial de novo following a nonbinding attorney-client fee arbitration. To simplify the process of making, responding to, and ruling upon these requests, the committee recommends that form ADR-103 be revised and that the request for a trial de novo be placed in a new, separate form ADR-104. To reflect these changes, current form ADR-103A, *Information Regarding Rights After Attorney-Client Fee Arbitration*, would be revised and renumbered as form ADR-105. New form ADR-106, *Petition to Confirm, Correct, or Vacate Contractual Arbitration Award*, is also proposed for optional use following contractual arbitrations that do not involve an attorney-client fee dispute.

Background

California law provides that parties may agree to submit an existing or a future controversy to arbitration. (Code Civ. Proc., § 1281.) Awards resulting from such “contractual arbitrations” are generally binding and are subject only to limited court review. Code of Civil Procedure sections 1285 et seq. set forth the grounds,

procedures, and time limitations for confirming, correcting, and vacating contractual arbitration awards.

California law also requires attorneys to arbitrate fee disputes with their clients upon a client's request. (Bus. & Prof. Code, § 6200(c).) A client may request arbitration before a court action is filed concerning the dispute or within a limited time thereafter. This request automatically stays the court action until the arbitrator's award is issued or the arbitration is otherwise terminated. (Bus. & Prof. Code, § 6201.)

An attorney-client fee arbitration award is initially nonbinding, unless the parties agreed to be bound in writing after the dispute arose. Absent such an agreement, any party except one who willfully failed to appear at the arbitration hearing is entitled to a trial de novo if he or she requests this within 30 days after the award was mailed. If no party makes such a request within 30 days, the award automatically becomes binding. (Bus. & Prof. Code, §§ 6203(b) and 6204(a).)

The procedure for requesting a trial de novo after a fee arbitration depends on whether a court action concerning the fee dispute is already pending. If an action is already pending, a party must initiate the trial after arbitration by filing a rejection of award and request for trial in that pending action. (Bus. & Prof. Code § 6204(b).) If an action concerning the fee dispute is not already pending, a party must initiate the trial by commencing an action in the court having jurisdiction over the amount of money in controversy. (Bus. & Prof. Code § 6204(c).)

A party may also petition the court to confirm, correct, or vacate an attorney-client fee arbitration award. If a court action concerning the fee dispute is already pending, the petition must be filed in that action. Otherwise it must be filed as a new action following the same procedures for confirming, correcting, or vacating contractual arbitration awards prescribed in Code of Civil Procedure sections 1285 et seq. (Bus. & Prof. Code, § 6203(b).)

### Current and Proposed Forms

#### *Forms concerning attorney-client fee arbitration*

Current form ADR-103 may be used to request confirmation, correction, or vacatur of a binding fee arbitration award regardless of whether an action concerning the fee dispute is already pending. It may also be used to request a trial after a nonbinding fee arbitration, provided that an action concerning the dispute is already pending. However, there are different time limits for requesting each type of relief. A request for a trial must be filed within 30 days after a nonbinding award is mailed; correction or vacatur must be requested within 100 days after the award was served; and confirmation must be requested within four

years after the award was served. Because of the different circumstances and time frames in which a trial de novo and confirmation, correction, or vacatur of a fee arbitration award are available, the advisory committee is concerned that including all of these requests in a single form may confuse litigants (particularly unrepresented parties) and cause them to request relief that is not available to them. In addition, current form ADR-103 does not include certain allegations that are statutory requirements for a petition to confirm, correct, or vacate an arbitration award or that may otherwise help the respondents and the court address these requests or a request for trial.

The committee believes that separate forms for requesting confirmation, correction, or vacatur of an award (revised form ADR-103) and for requesting a trial after an attorney-client fee arbitration (new form ADR-104) will make it easier for litigants to request appropriate relief and for respondents and courts to address such requests. Forms ADR-103 and ADR-104 would also elicit additional information that is required by statute or may be helpful in addressing these requests.

Current form ADR-103A, *Information Regarding Rights After Attorney-Client Fee Arbitration*, provides information and instructions concerning the use of current form ADR-103. The advisory committee proposes that form ADR-103A be revised to reflect the changes to form ADR-103 and the new form ADR-104, and be renumbered as form ADR-105 to make it clearer that the information pertains to both ADR-103 and ADR-104.

Current forms ADR-103 and ADR-103A were developed in response to a request of the State Bar Committee on Mandatory Fee Arbitration (“MFA Committee”). That committee’s subsequent request for a form to request a trial de novo when an action concerning the fee dispute is not already pending was also an impetus for the current proposal. The MFA Committee administers the statewide program for the arbitration of attorney fee disputes pursuant to Business and Professions Code sections 6200 et seq., oversees the state’s 44 local bar and State Bar mandatory fee arbitration programs, and provides guidance to attorneys and clients concerning their respective rights and obligations under the program. The mandatory fee arbitration program is designed to be a relatively inexpensive and speedy alternative to litigation, presumes self-representation by the client, and processes over 2,000 fee arbitrations and mediations annually. Judicial Council staff worked with the MFA Committee staff in developing the existing and proposed forms.

#### *Proposed form concerning contractual arbitrations*

There is currently no Judicial Council form to request confirmation, correction, or vacatur of a contractual arbitration award. To make it easier for litigants to request this relief after contractual arbitrations, the advisory committee

recommends that new form ADR-106, *Petition to Confirm, Correct, or Vacate Contractual Arbitration Award*, be approved for optional use.

#### Comments From Interested Parties

##### *Circulation and general comments*

The current proposal was circulated as part of the Spring 2003 comment process, and eight individuals or organizations submitted comments. Overall, six commentators expressly agreed with the proposal, one agreed only if the proposal is modified, and none disagreed with the proposal. The State Bar MFA Committee did not submit a response form indicating whether it agrees or disagrees with the proposal; however, its narrative comments are generally supportive.

The Invitation to Comment requested input concerning five specific questions, as well as comments concerning any other aspect of the proposal. The public comments and the advisory committee's responses are summarized by question and form number in the chart attached to this report beginning at page 27. This report discusses the more substantive issues raised by the comments as well as several concerns raised before the forms were circulated for comment.

##### *Comments on the need for the forms, generally*

Because of concerns about the proliferation of Judicial Council forms, the Invitation to Comment specifically sought public input regarding the necessity for the proposed forms.

Seven of the eight commentators responded that some or all of the forms are necessary and helpful. The Orange County Bar Association commented that all four forms are useful and significantly clarify the rights of the parties to both attorney-client fee arbitrations and contractual arbitrations. Judge Bauer (Orange County Superior Court Rules and Forms Committee) and Ms. Day generally responded that the forms are necessary or useful, without distinguishing between the individual forms. The MFA Committee commented that the availability of forms related to attorney-client fee arbitrations (i.e., forms ADR-103, ADR-104, and ADR-105) "greatly assists the parties and effectuates the consumer-friendly legislative intent underlying the MFA scheme" and "greatly enhances the efficiency of the post-fee arbitration process and improves the administration of justice in this area." The State Bar Committee on Alternative Dispute Resolution ("ADR Committee") believes that these fee arbitration-related forms are "extremely valuable and necessary." The majority of the ADR Committee also believes there should be a form relating to contractual arbitration awards not involving attorney-client fee disputes (i.e., ADR-106), although a minority believes that petitions to confirm, correct, or vacate these awards involve unspecified complexities that may not be possible to address in a form. Only one

commentator, Ms. Mason (Director of Civil Operations for the Superior Court of San Louis Obispo County), responded that there is no need for these forms in her county.

The advisory committee, like most of the public commentators, believes that forms ADR-103, ADR-104, and ADR-105 are very important to assist parties seeking court action after attorney-client fee arbitrations. The committee also believes that form ADR-106 has significant potential use and benefit following many contractual arbitrations. Because this would be an optional form, litigants could still draft their own petition to confirm, correct, or vacate an award when doing so is indicated by the complexities of a particular case or other considerations. The committee therefore recommends that the council approve each of the proposed forms.

*Specific comments on form ADR-103: Petition to Confirm, Correct, or Vacate Attorney-Client Fee Arbitration Award*

Item 9 of the form enables a party to petition to confirm an award that the parties did not agree would be binding sooner than 30 days after the award was mailed, if it is alleged that the other party willfully failed to appear at the arbitration hearing. Judge Bauer commented that this allegation invites mischief and suggested that it be deleted.

Although a party normally has 30 days after an award is mailed to reject a nonbinding fee arbitration award and request a trial, a party whom the court determines willfully failed to appear at the arbitration hearing is not entitled to a trial after arbitration. (Bus. and Prof. Code § 6204(a).) In effect, an award is therefore immediately enforceable against a party who willfully failed to appear. There is no statutory requirement that a party wait 30 days (or any other period of time) to petition the court to confirm, correct, or vacate an award, and there may be good reasons for a party to do so immediately, including statute of limitations or insolvency issues.

The advisory committee recognizes that a party could potentially abuse item 9 by filing a petition to confirm an award sooner than 30 days after it was mailed when the other party did not willfully fail to appear. As a practical matter, however, it is unlikely that a petition to confirm could be filed, served, and brought to hearing or that a court would confirm an award sooner than 30 days after the award was mailed, absent extraordinary circumstances. The advisory committee therefore recommends retaining this optional allegation so that it may be used when appropriate.

The Invitation to Comment specifically asked whether revised form ADR-103 and new form ADR-106 should include optional allegations of the statutory grounds



for vacating an arbitration award. (See items 10b(1) and 10c(1) of both forms.) This input was requested because of concerns that setting forth the various statutory grounds for vacatur on the form, with a checkbox for each, would encourage baseless allegations.

Three commentators responded to this question. Judge Bauer suggested that the optional allegations of the grounds for vacatur be deleted because they will tend to foster baseless allegations; he also recommended deletion of the optional allegations of the statutory grounds for correcting an award. Ms. Day responded that it is beneficial to include the allegations, although some people will abuse them. The MFA Committee supported specifying the grounds available for vacating or correcting an award in form ADR-103.

The advisory committee agrees that setting forth the statutory grounds for correction or vacatur may foster baseless allegations. At the same time, the committee considers it very important that these forms, which are largely intended for use by unrepresented litigants, facilitate the allegation of applicable and valid grounds for relief. Additionally, if the specific allegations are removed from the forms, parties may request correction or vacatur without specifying any grounds, leaving the respondent and the court uninformed about the basis for the petition. Finally, the current (although relatively new) form ADR-103 includes check boxes for alleging these statutory grounds, and the parallel small claims court form SC-101, *Attorney-Client Fee Dispute (Attachment to Plaintiff's Claims)* includes a list of the grounds and space for inserting them, which has not been reported to be a problem in either case. The advisory committee therefore recommends retaining the check boxes for alleging the statutory grounds for correction and vacatur.

*Specific comments on form ADR-104: Rejection of Award and Request for Trial After Attorney-Client Fee Arbitration*

Form ADR-104, as circulated for comment, requested some information that is not required by statute or otherwise necessary for the court to rule upon a request for trial. Under the statute, a party who appeared at a nonbinding fee arbitration is entitled to a trial de novo, if it is requested within 30 days after the award was mailed; thus information about the arbitrator, the arbitration, and the award is unnecessary to rule on the request. However, the advisory committee concluded that some additional information may help the court understand why a trial is being requested, to resolve the dispute without a trial, or to make case management decisions.

To help the committee determine whether to keep these items in the form, the Invitation to Comment specifically asked whether any allegations in the proposed forms are unnecessary or not sufficiently important to warrant the burden of providing the information or the length or complexity that they add to the form.

The only item in form ADR-104 that any public commentator suggested be deleted was the name of the arbitrator. The committee ultimately concluded that the name of the arbitrator and whether the respondent attended the arbitration would not assist the court and therefore deleted these items from the form.

*Form to request trial after a nonbinding arbitration when no action is pending*

As previously noted, an initial impetus for this proposal was the MFA Committee's request for a form that can be used to commence an action and request a trial after a nonbinding fee arbitration when an action concerning the fee dispute is not already pending. The advisory committee did not think it was feasible to develop a single form to commence an action concerning an attorney-client fee dispute because of the broad variety of causes of action that may appropriately be alleged.<sup>2</sup> However, form ADR-104 has been designed so that it can be filed together with a new complaint, and information form ADR-105 refers to Judicial Council complaint forms that might be used to commence breach-of-contract actions.

The Invitation to Comment requested input concerning whether this approach is sufficient or whether it would be beneficial to develop other forms that can be used to commence a new action after a nonbinding fee arbitration award. Ms. Sperber, responding on behalf of the MFA Committee, strongly advocated for a form to request a trial in superior court after a non-binding arbitration but believes the current proposed forms contain important improvements. Mr. Gerard, on behalf of the Orange County Bar Association, responded that forms necessary to commence a new action after rejection of a nonbinding fee arbitration are beyond the scope of the current proposal.

The committee continues to believe that a single form cannot adequately incorporate the variety of allegations that may be necessary in a complaint commencing an action concerning an attorney-client fee dispute and therefore does not recommend such a form.

*Specific comments on form ADR-105: Information Regarding Rights After Attorney-Client Fee Arbitration*

As circulated for comment, the lead-in text of paragraph 2B (which explains the rights of a party dissatisfied with a binding fee arbitration award) stated that the award could only be vacated for "narrow reasons" set forth in seven subparagraphs, which summarize the statutory grounds for vacatur under Code of Civil Procedure section 1286.2. To partially address concerns that listing the

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<sup>2</sup> For example, if an attorney is filing the request for trial, the complaint might need to allege causes of action such as breach of contract, quantum meruit, and account stated. A client requesting a trial might need to allege causes of action including breach of contract, professional negligence, or declaratory relief (seeking a determination that the amount awarded to the attorney is not owing).

statutory grounds for vacating an award may foster baseless allegations, Judge Bauer's suggestion that the word *narrow* be deleted, and Ms. Day's suggestion that litigants be informed that an award can not be vacated simply because a party does not like it, the advisory committee revised the lead-in text as follows:

A court has the power to "vacate" (cancel) an arbitration award, but only ~~for the following narrow reasons:~~ the limited reasons stated in Code of Civil Procedure section 1286.2. The fact that a party disagrees with the arbitrator's award or thinks it is wrong is not a basis for vacating the award. In general, the grounds for vacating an award are: ..."

### Recommendation

The Civil and Small Claims Advisory Committee recommends that the Judicial Council, effective January 1, 2004:

1. Retitle form ADR-103 as *Petition to Confirm, Correct, or Vacate Attorney-Client Fee Arbitration Award* and revise it to remove the allegations for requesting a trial after a non-binding arbitration and to add other allegations pertinent to a request to confirm, correct, or vacate an award;
2. Approve form ADR-104, *Rejection of Award and Request for Trial After Attorney-Client Fee Arbitration*, to replace and supplement the allegations pertinent to a request for trial after a non-binding arbitration which are currently contained in form ADR-103;
3. Renumber form ADR-103A, *Information Regarding Rights After Attorney-Client Fee Arbitration*, as form ADR-105 and revise it to reflect the revisions to form ADR-103 and the approval of form ADR-104; and
4. Approve form ADR-106, *Petition to Confirm, Correct, or Vacate Contractual Arbitration Award*, for use following arbitrations that do not involve attorney-client fee disputes.

The proposed revised and new forms immediately follow this report, and current forms ADR-103 and ADR-103A follow the proposed forms, beginning at page 23.

### Attachments

alleges and requests relief against respondent (*name each*):

- Page 1 of 3

PETITIONER:	CASE NUMBER:
RESPONDENT:	

3. b. (3) **Amount or property in dispute.** This petition involves a dispute over *(check and complete all that apply)*:
- (a) ☐ the following amount of money *(specify amount)*: \$
- (b) ☐ property *(if the dispute involves property, complete both of the following)*:
- (i) ☐ consisting of *(identify property in dispute)*:
- (ii) ☐ having a value of *(specify value of property in dispute)*: \$
- (4) **Venue.** This court is the proper court because *(complete (a) or (b))*:
- (a) ☐ this is the court in the county in which the arbitration was held.
- (b) ☐ the arbitration was not held exclusively in any county of California, **and**
- (i) ☐ this is the court in the county where the agreement was made.
- (ii) ☐ this is the court in the county where the agreement is to be performed.
- (iii) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and the following party resides or has a place of business in this county *(name of party)*:
- (iv) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and no party to this action resides or has a place of business in California.
4. **Arbitrator.** The following person was duly selected or appointed as arbitrator *(name of each arbitrator)*:
5. **Arbitration hearing.** The arbitration hearing was conducted as follows *(complete both of the following)*:
- a. **Date** *(each date of arbitration)*:
- b. **Location** *(city and state where arbitration was conducted)*:
6. **Arbitration award.**
- a. **Date of award.** The arbitration award was made on *(date)*:
- b. **Terms of award.** The arbitration award *(complete one or more of the following)*:
- (1) ☐ requires ☐ the attorney ☐ the client to pay the other party this amount: \$
- (2) ☐ requires neither the attorney nor the client to pay the other anything.
- (3) ☐ provides *(specify other terms or check item 6(c) and attach a copy of the award)*:
- c. ☐ **Attachment of Award.** A copy of the award is submitted as Attachment 6(c).
7. **Notice of award.** The notice of the arbitration award indicates that it was mailed to petitioner on *(date)*:
8. **Binding award.** The arbitration award is binding because *(check all that apply)*:
- a. ☐ after the fee dispute arose, the parties agreed in writing that the arbitration award would be binding.
- b. ☐ more than 30 days have passed since notice of the award was mailed, and no party has filed a rejection of the award and request for trial.
9. ☐ **Willful nonappearance.** Thirty days have not passed since notice of the award was mailed; however, respondent willfully failed to appear at the arbitration hearing. The award ☐ does ☐ does not refer to respondent's nonappearance.
10. **Petitioner requests that the court** *(check all that apply)*:
- a. ☐ **Confirm the award and enter judgment according to it.**
- b. ☐ **Correct the award and enter judgment according to the corrected award, as follows:**
- (1) The award should be corrected because *(check all that apply)*:
- (a) ☐ the amount of the award was not calculated correctly, or a person, thing, or property was not described correctly.
- (b) ☐ the arbitrator exceeded his or her authority.
- (c) ☐ the award is imperfect as a matter of form.

PETITIONER:	CASE NUMBER:
RESPONDENT:	

10. b. (2) The facts supporting the grounds for correcting the award alleged in item 10b(1) are as follows *(if additional space is required, check here ☐ and submit facts on an attachment labeled 10b(2))*:

(3) The award should be corrected as follows *(if additional space is required, check here ☐ and describe requested correction on an attachment labeled 10b(3))*:

c. ☐ **Vacate (cancel) the award.**

(1) The award should be vacated because *(check all that apply)*:

- (a) ☐ the award was obtained by corruption, fraud, or other unfair means.
- (b) ☐ an arbitrator was corrupt.
- (c) ☐ the misconduct of a neutral arbitrator substantially prejudiced petitioner's rights.
- (d) ☐ the arbitrator exceeded his or her authority, and the award cannot be fairly corrected.
- (e) ☐ the arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settle the dispute.
- (f) ☐ an arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
- (g) ☐ an arbitrator should have disqualified himself or herself after petitioner made a demand to do so.

(2) The facts supporting the grounds for vacating the award alleged in item 10c(1) are as follows *(if additional space is required, check here ☐ and submit facts on an attachment labeled 10c(2))*:

(3) Petitioner ☐ does ☐ does not request a new arbitration hearing.

d. ☐ **Award petitioner interest from (date):**

- (1) ☐ at the statutory rate.
- (2) ☐ at the rate of \_\_\_\_ % per year.

e. ☐ **Award petitioner costs of suit:**

- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.

f. ☐ **Award petitioner attorney fees incurred in this action** *(attorney fees incurred in preparation for or in the course of the fee arbitration proceeding are not recoverable):*

- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.

g. ☐ **Award petitioner the following other relief** *(describe relief requested; if additional space is required, check here ☐ and describe relief on an attachment labeled 10g):*

11. **Pages and attachments.** Number of pages attached:

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PETITIONER OR ATTORNEY)

alleges and requests relief against respondent (*name each*):

2. **Attorney-client fee dispute arbitration.** This *Rejection of Award and Request for Trial* concerns an arbitration to determine disputed attorney fees that was conducted under Business and Professions Code sections 6200–6206. Petitioner was
- a. ☐ the attorney involved in the fee dispute.
- b. ☐ the client involved in the fee dispute.
3. **Pending or new action.**
- a. ☐ **Pending action.** A court case concerning the attorney-client fee dispute involved in the arbitration is already pending, and this *Rejection of Award and Request for Trial* is being filed in that action.
- b. ☐ **New action.** This *Rejection of Award and Request for Trial* is being filed with a complaint commencing a new action. (*A request for trial must be filed in a pending case or with a complaint commencing a new action.*)

PETITIONER:  RESPONDENT:	CASE NUMBER:
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4. **Arbitration hearing.** The arbitration hearing was conducted as follows *(complete each of the following)*:
- Date** *(each date of arbitration)*:
  - Location** *(city and state where arbitration was conducted)*:
  - Appearances at the arbitration.** The arbitration hearing was conducted as follows *(check one of the following)*:
    - ☐ Petitioner appeared at the arbitration hearing in person or by counsel.
    - ☐ Petitioner did not appear at the arbitration hearing. Petitioner's failure to appear was not willful because *(explain reasons for not appearing)*:
5. **Arbitration award.**
- Date of award.** The arbitration award was made on *(date)*:
  - Amount of award.** The arbitration award *(complete one of the following)*:
    - ☐ requires ☐ the attorney ☐ the client to pay the other party this amount: \$
    - ☐ requires neither the attorney nor the client to pay the other anything.
  - ☐ **Failure to appear.** The arbitrator found that the following party willfully failed to appear at the arbitration hearing:
    - ☐ Petitioner *(name each)*:
    - ☐ Respondent *(name each)*:
  - ☐ **Other provisions of award.** The award also provides *(specify other terms or complete item 5e and attach a copy of the award)*:
  - ☐ **Attachment of award.** A copy of the arbitration award is submitted as Attachment 5(e).
6. **Notice of award.** This *Rejection of Award and Request for Trial* is being filed within 30 days after notice of the award was mailed to petitioner. *(A trial after arbitration is available only if it is requested within 30 days after the notice of award was mailed to the party requesting the trial.)*
- The notice of the award indicates that it was mailed to petitioner on *(date)*:
  - ☐ Petitioner alleges that the award was actually mailed on *(date)*:
7. **Nonbinding arbitration.** The parties did not agree in writing, at any time after the dispute over attorney fees or costs arose, to be bound by the arbitration award. *(A trial after arbitration is not available if the parties agreed in writing after the dispute arose that the award would be binding.)*
8. **Rejection of award and request for trial.** Petitioner rejects the arbitration award and requests a trial ("hearing de novo") in court to resolve the dispute over attorney fees and costs.
9. **Amount in dispute.** The amount of attorney fees and costs in dispute is *(amount)*: \$
10. **Pages and attachments.** Number of pages attached:

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)



\_\_\_\_\_  
(SIGNATURE OF PETITIONER OR ATTORNEY)



**DRAFT 9     8/18/03**  
**INFORMATION REGARDING RIGHTS AFTER**  
**ATTORNEY-CLIENT FEE ARBITRATION**

ADR-105

**1. RIGHTS AFTER NONBINDING ARBITRATION**

**A. What is a nonbinding attorney-client fee arbitration award?**

An award is nonbinding if (1) the parties did not agree in writing to be bound by the award after the dispute over fees or costs arose; and (2) a party who did not willfully fail to appear at the arbitration hearing rejects the award and requests a trial within 30 days after notice of a nonbinding award is mailed.

**B. What are my rights if I am not satisfied with a nonbinding attorney-client fee arbitration award?**

If the arbitration award is nonbinding, you may have a right to a trial in court. If a request for trial is granted in small claims or superior court, the normal procedures for pretrial discovery, motions, court-connected alternative dispute resolution ("ADR"), and trial in that court will apply. If you want a trial in court, you should follow the instructions in this form to protect your rights.

**C. What are my rights if I did not appear at the attorney-client fee arbitration hearing?**

If you did not appear at your fee arbitration hearing in person or by counsel, you will have to prove to the court that you had a good reason for not being there. If a court determines that your failure to appear was willful, you may not be entitled to a trial after arbitration, and the other party may be able to enforce the arbitration award.

**D. What must I do to get a trial in court?**

You must file papers in the proper court within the required time limit.

**E. How long do I have to act?**

If you want a trial in court, you must file your papers in court within 30 days after the date that the arbitration award is mailed to you. The date the arbitration award was mailed is written at the end of the notice you received.

**F. What papers must I file? In what court must I file them?**

That depends. Has a lawsuit about the fees already been filed?

**(1) YES—lawsuit already filed**

If a lawsuit about the fees has already been filed, then you must file a request for a trial in the same court where the lawsuit was filed, under the same case number of the lawsuit that is pending, after serving a copy on all parties who have appeared in the action as provided by law. If the lawsuit is in small claims court, you can use Judicial Council forms SC-100 and SC-101 to request a trial after a nonbinding attorney-client fee arbitration. If the lawsuit is in superior court, you can use form ADR-104 to request a trial after a nonbinding attorney-client fee arbitration.

**(2) NO—lawsuit not yet filed**

If no lawsuit about the fees has been filed, you must file your own lawsuit in the proper court and request a trial in that court if you do not want the award to become binding. If the arbitration was held in California, you must file the lawsuit and request for trial in the small claims court or the superior court in the county where the arbitration was held, and then serve the complaint, summons, and request for trial on all named parties as provided by law.

- If the amount in dispute is \$5,000 or less, you may file your lawsuit in small claims court. You can use Judicial Council form SC-100 to file a lawsuit in small claims court and form SC-101 to request a trial in that action.
- If the amount in dispute is more than \$5,000, you must file a complaint in the superior court to begin your lawsuit. You may be able to use Judicial Council forms 982.1(20) through 982.1(23) to file a new superior court action, but you may need a lawyer's help to prepare an appropriate complaint. You can use form ADR-104 to reject the arbitration award and request a trial at the same time you file your complaint.

**G. What if I am satisfied with the award?**

If you are satisfied with the nonbinding arbitration award, do nothing until the award becomes binding or the other party requests a trial. The award will become binding if the other party does not file papers requesting a trial in court within the 30-day limit.

## 2. RIGHTS AFTER BINDING ARBITRATION

### A. What is a binding attorney-client fee arbitration award?

An award is binding if either (1) the parties agreed in writing to be bound by the award after the dispute over fees or costs arose; or (2) no party rejects the award and requests a trial within 30 days after notice of a nonbinding award is mailed. (A trial after arbitration may not be granted, however, if the court determines that the party requesting the trial willfully failed to appear at the arbitration.)

### B. What are my rights if I am not satisfied with a binding attorney-client fee arbitration award?

*A court has the power to vacate (cancel) an arbitration award, but only for the limited reasons stated in Code of Civil Procedure section 1286.2. The fact that a party disagrees with the arbitrator's award or thinks it is wrong is not a basis for vacating the award. In general, the grounds for vacating an award are:*

- (1) The award was obtained by corruption, fraud, or other unfair means.
- (2) One or more of the arbitrators was corrupt.
- (3) The misconduct of a neutral arbitrator substantially prejudiced a party's rights.
- (4) The arbitrator exceeded his or her authority and the award cannot be fairly corrected.
- (5) The arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settling the dispute.
- (6) An arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
- (7) An arbitrator should have disqualified himself or herself after a party made a demand to do so.

*A court can also correct the following types of obvious mistakes in the award:*

- (1) The amount of the award was not calculated correctly, or a person, a thing, or property was not described correctly.
- (2) The arbitrator exceeded his or her authority,
- (3) The award is imperfect as a matter of form.

If you think you are entitled to correct or vacate the arbitration award, please follow the instructions below to protect your rights.

### C. What must I do to vacate or correct a binding arbitration award?

You must file a petition to vacate or correct the award in the proper court within the required time limit.

### D. How long do I have to act?

**If you want to correct or vacate the binding award, ordinarily you must file your petition within 100 days after the arbitration award was mailed to you. The date the award was mailed is at the end of the notice mailed with the award. If you receive notice from a court that the other side has filed a petition to confirm the award, however, you no longer have 100 days to file your petition. You then must respond by filing your petition to vacate or correct the award within the time stated on the notice from the court.**

### E. What papers must I file? In what court must I file them?

That depends. Has a lawsuit about the fees already been filed?

#### (1) YES—lawsuit already filed

If a lawsuit about the fees has already been filed, you must file your petition to vacate or correct the award with the same court where the lawsuit was filed, under the same case number as the lawsuit that is pending, after serving a copy on all parties who have appeared in the action as provided by law.

#### (2) NO—lawsuit not yet filed

If no lawsuit about the fees has been filed, you must file your petition to correct or vacate the award in the proper court. If the arbitration was held in California, you must file the petition in the small claims court or the superior court in the county where the arbitration was held, and then serve the petition and a summons on all named parties as provided by law.

- If the amount in dispute is \$5,000 or less, you can file your petition in the small claims court, using Judicial Council forms SC-100 and SC-101.
- If the amount in dispute is more than \$5,000, you must file your petition in the superior court. You can use Judicial Council form ADR-103 to do this. (You do not need to file a separate complaint with form ADR-103 when you are petitioning to vacate or correct a binding arbitration award.)

## Information Regarding Rights After Attorney-Client Fee Arbitration (*continued*)

### F. What if I am satisfied with the binding arbitration award?

If the arbitration award indicates or says that you owe money and you do not intend to petition to have the award corrected or vacated (canceled), you should pay the amount that you owe. If you do not pay it, the other party has a right to get court orders allowing him or her to collect the debt by taking and selling your property and by taking money from your paycheck and bank account.

If the arbitration award says that you are owed money, you should write the other party a letter and demand payment.

If you are not paid, you can seek to enforce the arbitration award. See item 3 below.

### 3. ENFORCEMENT OF BINDING ATTORNEY-CLIENT ARBITRATION AWARDS

There are two procedures for enforcing binding attorney-client fee arbitration awards.

**A.** If you are the client, you have the right to ask the State Bar to assist you in enforcing the arbitration award if the following is true:

- (1) Your arbitration request was filed on or after January 1, 1994; and
- (2) (a) 100 days have passed from service of the award and the award is binding for either of the reasons stated in paragraph 2A above, or  
(b) The award has become a final judgment after a trial following arbitration or after a petition to vacate, correct, or confirm the award.

You can write or phone the State Bar and request the form *Request for Enforcement of an Award*.

Contact: Mandatory Fee Arbitration, 180 Howard Street, 6th Floor, San Francisco, CA 94105-1639 (telephone: 415-538-2020).

**B.** Any party who is owed money also has the right to request court orders allowing him or her to take property or money from the other party's paycheck and bank accounts. To get those court orders based on an attorney-client fee arbitration award, however, you must first make the arbitration award a judgment of the court. To do this, you must confirm the arbitration award in court.

(1) *What must I do to confirm the arbitration award?*

To confirm the arbitration award, you must file a petition to confirm award with the proper court within the required time limit.

(2) *How long do I have to act?*

You must file your petition to confirm award within four years after the date the arbitration award was mailed to you. That date appears at the end of the notice mailed with the award.

(3) *What papers must I file? In what court must I file them?*

That depends. Has a lawsuit about the fees already been filed?

(a) *YES—lawsuit already filed*

If a lawsuit about the fees has already been filed, you will file your petition with the same court where the lawsuit was filed, under the same case number as the lawsuit that is pending, after serving a copy of the petition on all parties who have appeared in the action as provided by law.

(b) *NO—lawsuit not yet filed*

If no lawsuit about the fees has been filed, then you must file your petition to confirm the award in the proper court. If the arbitration was held in California, you must file the petition in the small claims court or the superior court in the county where the arbitration was held, and then serve the petition and a summons on all named parties as provided by law.

- If the amount in dispute is \$5,000 or less, you can file your petition in the small claims court, using Judicial Council forms SC-100 and SC-101.
- If the amount in dispute is more than \$5,000, you must file your petition in the superior court. You can use Judicial Council form ADR-103 to do this. (You do not need to file a separate complaint with form ADR-103 when you are petitioning to confirm a binding arbitration award.)

(4) *What are my rights after the arbitration award is confirmed?*

When the arbitration award is confirmed, it becomes a judgment of the court. Once you have a judgment, you have a right to enforce the judgment. That means you can get court orders allowing you to collect your money. Enforcing judgments can be very technical and very complicated. The court has forms to use for this procedure.

alleges and requests relief against respondent (name each):

### 3. Pending or new action.

- (1) **Petitioner's capacity.** Each petitioner named in item 1 is an individual,

☐ except petitioner (state name and complete one or more of the following):

- (a) ☐ is a corporation qualified to do business in California.
- (b) ☐ is an unincorporated entity (*specify*):
- (c) ☐ is a representative (*specify*):
- (d) ☐ is (*specify other capacity*):

(2) **Respondent's capacity.** Each respondent named in item 1 is an individual,

☐ except respondent (state name and complete one or more of the following):

- (a)  is a business organization, form unknown.
- (b)  is a corporation.
- (c)  is an unincorporated entity (*specify*):
- (d)  is a representative (*specify*):
- (e)  is (*specify other capacity*):

PETITIONER:  RESPONDENT:	CASE NUMBER:
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3. b. (3) **Amount or property in dispute.** This petition involves a dispute over *(check and complete all that apply)*:
- (a) ☐ the following amount of money *(specify amount)*: \$
- (b) ☐ property *(if the dispute involves property, complete both of the following)*:
- (i) consisting of *(identify property in dispute)*:
- (ii) having a value of *(specify value of property in dispute)*: \$
- (4) ☐ **Venue.** This court is the proper court because *(check (a) or (b))*:
- (a) ☐ this is the court in the county in which the arbitration was held.
- (b) ☐ the arbitration was not held exclusively in any county of California, or was held outside of California, **and** *(check one or more of the following)*:
- (i) ☐ this is the court in the county where the agreement was made.
- (ii) ☐ this is the court in the county where the agreement is to be performed.
- (iii) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and the following party resides or has a place of business in this county *(name of party)*:
- (iv) ☐ the agreement does not specify a county where it is to be performed and was not made in any county in California, and no party to this action resides or has a place of business in California.
4. **Agreement to arbitrate.**
- a. **Date.** Petitioner and respondent entered into a written agreement on or about *(date)*:
- b. ☐ **Attachment.** A copy of the agreement is submitted as Attachment 4(b) and incorporated herein by this reference.
- c. **Arbitration provision.** Paragraph \_\_\_\_\_ of the agreement provides for arbitration of disputes arising out of the agreement as follows *(either copy the arbitration provision in full or summarize the provision)*:
5. **Dispute subject to arbitration.** A dispute arose between petitioner and respondent concerning the following matter covered by the agreement to arbitrate *(summarize the dispute)*:
6. **Arbitrator.** The following person was duly selected or appointed as arbitrator *(name of each arbitrator)*:
7. **Arbitration hearing.** The arbitration hearing was conducted as follows *(complete both of the following)*:
- a. **Date** *(each date of arbitration)*:
- b. **Location** *(city and state where arbitration was conducted)*:
8. **Arbitration award.**
- a. **Date of award.** The arbitration award was made on *(date)*:
- b. **Terms of award.** The arbitration award *(check one or more of the following)*:
- (1) ☐ requires ☐ petitioner ☐ respondent to pay the other party this amount: \$
- (2) ☐ requires neither party to pay the other anything.
- (3) ☐ is different as to different petitioners and respondents.
- (4) ☐ provides *(specify other terms or check item 8(c) and attach a copy of the award)*:
- c. ☐ **Attachment of Award.** A copy of the award is submitted as Attachment 8(c).
9. **Service of award.**
- a. The signed award or an accompanying document indicates that the award was served on petitioner on *(date)*:
- b. ☐ Petitioner alleges that a signed copy of the award was actually served on *(date)*:

PETITIONER: _____	CASE NUMBER: _____
RESPONDENT: _____	

10. **Petitioner requests that the court** *(check all that apply):*

a. ☐ **Confirm the award, and enter judgment according to it.**

b. ☐ **Correct the award and enter judgment according to the corrected award, as follows:**

(1) The award should be corrected because *(check all that apply):*

- (a) ☐ the amount of the award was not calculated correctly, or a person, thing, or property was not described correctly.
- (b) ☐ the arbitrator exceeded his or her authority.
- (c) ☐ the award is imperfect as a matter of form.

(2) The facts supporting the grounds for correcting the award alleged in item 10b(1) are as follows *(if additional space is required, check here ☐ and submit facts on an attachment labeled 10b(2))*:

(3) The award should be corrected as follows *(if additional space is required, check here ☐ and describe requested correction on an attachment labeled 10b(3))*:

c. ☐ **Vacate (cancel) the award.**

(1) The award should be vacated because *(check all that apply):*

- (a) ☐ the award was obtained by corruption, fraud, or other unfair means.
- (b) ☐ an arbitrator was corrupt.
- (c) ☐ the misconduct of a neutral arbitrator substantially prejudiced petitioner's rights.
- (d) ☐ the arbitrator exceeded his or her authority, and the award cannot be fairly corrected.
- (e) ☐ the arbitrator unfairly refused to postpone the hearing or to hear evidence useful to settle the dispute.
- (f) ☐ an arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
- (g) ☐ an arbitrator should have disqualified himself or herself after petitioner made a demand to do so.

(2) The facts supporting the grounds for vacating the award alleged in item 10c(1) are as follows *(if additional space is required, check here ☐ and submit facts on an attachment labeled 10c(2))*:

(3) Petitioner ☐ does ☐ does not request a new arbitration hearing.

d. ☐ **Award petitioner interest from (date):**

- (1) ☐ at the statutory rate.
- (2) ☐ at rate of \_\_\_\_ % per year.

e. ☐ **Award petitioner costs of suit:**

- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.


f. ☐ **Award petitioner attorney fees incurred in this action** *(check only if attorney fees are recoverable in this action according to statute or the parties' agreement):*

- (1) ☐ in the amount of: \$
- (2) ☐ according to proof.

g. ☐ **Award petitioner the following other relief** *(describe relief requested; if additional space is required, check here ☐ and describe relief on an attachment labeled 10g):*

11. **Pages and attachments.** Number of pages attached:

Date:

_____ (TYPE OR PRINT NAME)		_____ (SIGNATURE OF PETITIONER OR ATTORNEY)
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  <hr/> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>TELEPHONE NO.:</div> <div>FAX NO. (Optional):</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>E-MAIL ADDRESS (Optional):</div> <div></div> </div> <div>ATTORNEY FOR (Name):</div>	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PETITIONER:  RESPONDENT:	
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"><b>PETITION:</b></div> <div> <input type="checkbox"/> To Correct  <input type="checkbox"/> To Confirm  <input type="checkbox"/> To Vacate (Cancel)  <input type="checkbox"/> For Trial in a Pending Action After         </div> </div> <b>ATTORNEY-CLIENT FEE ARBITRATION AWARD</b>	
<b>Jurisdiction (check all that apply):</b> <input type="checkbox"/> <b>Action is a limited civil case</b> Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input type="checkbox"/> <b>Action is an unlimited civil case (Exceeds \$25,000)</b>	CASE NUMBER:

**NOTICE:** Please read *Information Regarding Rights After Attorney-Client Fee Arbitration* (form ADR-103A) before completing this form. You cannot use this form if (1) the attorney-client fee arbitration award is not binding, and (2) no lawsuit has been filed in court concerning the attorney fees that are in dispute. If no lawsuit has been filed and you do not want the attorney-client fee arbitration award to become binding, you must file your own action in the proper court within 30 days after the notice of arbitration award was mailed to you. If you do not file an action within 30 days, the arbitration award will become binding, and you only will be able to request that the court correct, confirm, or vacate the award.

**Do not use this form in a small claims action. Use forms SC-100 and SC-101.**

1. **Petitioner (name):**  
(representative capacity, if any):
  
2. **Respondent (name):**  
(address):
  
3. **Date of attorney-client fee arbitration.** On or about (date): \_\_\_\_/\_\_\_\_/\_\_\_\_, petitioner and respondent entered into arbitration pursuant to Business and Professions Code sections 6200–6206 for determination of disputed attorney fees.
4. **Parties.** At the arbitration hearing, petitioner was ☐ attorney ☐ client
5. **Date of notice of arbitration award.** Notice of the arbitration award was mailed to petitioner on (date): \_\_\_\_/\_\_\_\_/\_\_\_\_.
6. **Arbitration award.** The award made after the arbitration hearing
  - a. ☐ requires the ☐ attorney ☐ client to pay the other party this amount \$
  - b. ☐ requires neither the attorney nor the client to pay the other anything.
7. **Amount in dispute.** The amount of fees and costs in dispute is: \$

PETITIONER:	CASE NUMBER:
RESPONDENT:	

8. ☐ **Binding award**

a. The award made after the arbitration hearing was binding because *(check at least one box)*:

- (1) ☐ The attorney and client agreed in writing to have binding arbitration. *(Attach a copy of this agreement.)*  
 (2) ☐ More than 30 days have passed since the award document was mailed and no request for a trial has been filed.

b. **Petitioner's request**

I request that the court:

(1) ☐ *(Correct award)* Correct the award as follows:

(i) Reason award should be corrected *(please select one of the following)*:

- A. ☐ The amount of award was not calculated correctly or a person, thing, or property was not described correctly.  
 B. ☐ The arbitrators exceeded their authority.  
 C. ☐ The award is imperfect as a matter of form.

(ii) Correction requested *(specify)*:

(2) ☐ *(Vacate award)* Vacate (cancel) the award as follows:

(i) Reason award should be vacated *(please select one of the following)*:

- A. ☐ The award was obtained by corruption, fraud, or other unfair means.  
 B. ☐ One or more of the arbitrators was corrupt.  
 C. ☐ The misconduct of a neutral arbitrator substantially prejudiced my rights.  
 D. ☐ The arbitrators exceeded their authority and the award cannot be fairly corrected.  
 E. ☐ The arbitrators unfairly refused to postpone the hearing or to hear evidence useful to settle the dispute.  
 F. ☐ An arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.  
 G. ☐ An arbitrator should have disqualified himself or herself after I made a demand to do so.

(ii) Explain the circumstances *(specify)*:

(iii) I ☐ do ☐ do not request a new arbitration hearing.

(3) ☐ *(Confirm award)* Confirm the award.

9. ☐ **Nonbinding award**

a. The award made after the arbitration was **not** binding because the attorney and client did **not** agree in writing after the dispute arose to have binding arbitration, and 30 days have **not** passed since the award document was mailed.

b. **Pending Action.** A court action (case) involving this attorney-client fee dispute is pending.

*(Your request for a trial must be filed in the court where that action is pending under the same case number.)*

c. **Appearance at arbitration.**

(1) ☐ I appeared at the arbitration hearing.

(2) ☐ I did not appear at the arbitration, but the award does not contain a finding that my failure to appear was willful.

d. **Petitioner's request**

☐ I reject the arbitration award and request a **trial** ("hearing de novo") in court to resolve the fee dispute.

*(NOTE: Do not check this box unless you also checked item 9, "Nonbinding award," above.)*

10. ☐ **Copy of award.** A copy of the arbitration award is attached.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF PETITIONER OR ATTORNEY)



## INFORMATION REGARDING RIGHTS AFTER ATTORNEY-CLIENT FEE ARBITRATION

### 1. RIGHTS AFTER NONBINDING ARBITRATION

#### A. What are my rights if I am not satisfied with a nonbinding attorney-client fee arbitration award?

If the arbitration award is nonbinding, you may have a right to a trial in court. If you did not appear at your fee arbitration hearing, however, you will have to prove to the court that you had a good reason for not being there. If a court determines that your failure to appear was willful, you may not be entitled to a trial after arbitration. If you want a trial in court, you should follow the instructions below to protect your rights.

#### B. What must I do to get a trial in court?

You must file papers in the proper court within the required time limit.

#### C. How long do I have to act?

If you want a trial in court, you must file your papers in court within 30 days after the date the arbitration award was mailed to you. The date the arbitration award was mailed is written at the end of the notice you received.

#### D. What papers must I file? In what court must I file them?

That depends. Has a lawsuit about the fees already been filed?

##### (1) YES—lawsuit already filed

If a lawsuit about the fees has already been filed, then you must file a request for a trial in the same court where the lawsuit was filed, under the same case number as the lawsuit that is pending. If the lawsuit is in small claims court, you can use Judicial Council forms SC-100 and SC-101 to request a trial. If the lawsuit is in superior court, you can use form ADR-103 to request a trial after a nonbinding attorney-client fee arbitration; see box 9d on page 2 of form ADR-103.

##### (2) NO—lawsuit not yet filed

If no lawsuit about the fees has been filed, then you must file your own action in the proper court if you do not want the arbitration award to become binding. You may file your action in small claims court if the amount in dispute is \$5,000 or less. You can use Judicial Council forms SC-100 and SC-101 to file an action in small claims court. If the amount in dispute is more than \$5,000, the superior court is the proper court in which to file your action. You may need a lawyer's help to file an action in superior court. You cannot use form ADR-103 to file such an action.

#### E. What if I am satisfied with the award?

If you are satisfied with the nonbinding award, do nothing until the award becomes binding or the other party requests a trial. The award will become binding if the other party does not file papers requesting a trial in court within the 30-day limit.

#### F. What are my rights if the award becomes binding? *Read item 2 below.*

### 2. RIGHTS AFTER BINDING ARBITRATION

#### A. What are my rights if I am not satisfied with a binding attorney-client fee arbitration award?

If the arbitration award is binding, in most cases you must obey it. There is no appeal from a binding award. A court has the power to "vacate" (cancel) an arbitration award, but only for the following narrow reasons:

- (1) The award was obtained by corruption, fraud, or other unfair means.
- (2) One or more of the arbitrators was corrupt.
- (3) The misconduct of a neutral arbitrator substantially prejudiced your rights.
- (4) The arbitrators exceeded their authority and the award cannot be fairly corrected.
- (5) The arbitrators unfairly refused to postpone the hearing or to hear evidence useful to settling the dispute.
- (6) An arbitrator failed to disclose within the time for disclosure a ground for disqualification of which the arbitrator was then aware.
- (7) An arbitrator should have disqualified himself or herself after you made a demand to do so.

A court can also correct the following types of obvious mistakes in the award:

- (1) The amount of award was not calculated correctly, or a person, a thing, or property was not described correctly.
- (2) The arbitrators exceeded their authority.
- (3) The award is imperfect as a matter of form.

If you think you are entitled to correct or vacate the arbitration award, please follow the instructions below to protect your rights.

#### B. What must I do to vacate or correct the binding arbitration award?

You must file a petition in the proper court within the required time limit.

#### C. How long do I have to act?

If you want to correct or vacate the binding award, you must file your petition within 100 days after the date the arbitration award was mailed to you. The date the award was mailed is at the end of the notice mailed with the award.

If, however, you receive notice from a court that the other side has filed a petition to confirm the award, you no longer have 100 days to file your petition. You must then respond by filing your petition to vacate or correct the award within the time stated on the notice from the court.

**D. In what court do I file my petition?**

That depends. Has a lawsuit about the fees already been filed?

(1) **YES—lawsuit already filed**

If a lawsuit about the fees has already been filed, you will file your petition to vacate or correct with the same court where the lawsuit was filed, under the same case number as the lawsuit that is pending.

(2) **NO—lawsuit not yet filed**

If no lawsuit about the fees has been filed, then you will file your petition with the court that has jurisdiction over the amount of the arbitration award. If the amount of the arbitration award is \$5,000 or less, you may file your petition in small claims court. For awards over \$5,000, the superior court is the proper court.

**E. What is a petition?**

A petition is a technical legal document that tells the court what you want and why you are entitled to it.

You can use form ADR-103 to file a petition in superior court to correct or vacate a binding attorney-client fee arbitration award; see boxes 8b(1) and (2) on page 2 of form ADR-103. You can use Judicial Council forms SC-100 and SC-101 to file a petition in small claims court.

**F. What if I am satisfied with the binding arbitration award?**

If the arbitration award indicates or says that you owe money and you do not intend to petition to have the award corrected or vacated (canceled), you should pay the amount that you owe. If you do not pay it, the other party has a right to get court orders allowing him or her to collect the debt by taking and selling your property and by taking money from your paycheck and bank account.

If the arbitration award says that you are owed money, you should write the other party a letter and demand payment. If you are not paid, you can seek to enforce the arbitration award. See section G below.

**G. How can binding attorney-client fee arbitration awards be enforced?**

There are two procedures for enforcing binding attorney-client fee arbitration awards.

If you are the client, you have the right to ask the State Bar to assist you in enforcing the arbitration award if the following is true:

(1) Your arbitration request was filed on or after January 1, 1994; and

(2) (a) 100 days have passed from service of the award and the award is binding, or

(b) The award has become a final judgment after a trial following arbitration or after a petition to vacate, correct, or confirm the award.

You can contact the State Bar and request the form *Request for Enforcement of an Award* at:

**Mandatory Fee Arbitration  
180 Howard Street, 6th Floor  
San Francisco, CA 94105-1639  
415-538-2020**

Any party who is owed money also has the right to request court orders allowing him or her to take property or money from the other party's paycheck and bank accounts. To get those court orders based on an attorney-client fee arbitration award, however, you must first make the arbitration award a judgment of the court. To do this, you must confirm the arbitration award in court.

(1) *What must I do to confirm the arbitration award?*

To confirm the arbitration award, you must file a petition for confirmation with the proper court within the required time limit.

(2) *How long do I have to act?*

You must file your petition for confirmation within four years after the date the arbitration award was mailed to you. That date appears at the end of the notice mailed with the award.

(3) *In what court do I have to file my petition?*

That depends on the amount owed. If it is \$5,000 or less, you may file in small claims court. If the amount owed is more than \$5,000, the superior court is the proper court in which to file your petition.

(4) *What is a petition for confirmation?*

A petition is a legal document that tells the court what you want and why you are entitled to it. You can use form ADR-103 to file a petition to confirm a binding attorney-client fee arbitration award in superior court; see box 8b(3) on page 2 of ADR-103. You can use Judicial Council forms SC-100 and SC-101 to file a petition to confirm such an award in small claims court.

(5) *What are my rights after the arbitration award is confirmed?*

When the arbitration award is confirmed, it becomes a judgment of the court. Once you have a judgment, you have a right to enforce the judgment. That means you can get court orders allowing you to collect your money. Enforcing judgments can be very technical and very complicated. The court has forms to use for this procedure.

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Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
<b>➤ General Comments</b>						
1	Gen	Mr. Grant Barrett General Counsel Superior Court of California, County of Calaveras	A	N	Good work!	No response required.
2	Gen	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	The ADR Committee commends the Civil and Small Claims Advisory Committee for its excellent work on these proposals.	No response required.
3	Gen	Ms. Patti Morua-Widdows Court Program Manager Superior Court of California, County of Ventura	A	N	No narrative comments submitted.	No response required.
<b>➤ Question 1: <i>Is there a need for Judicial Council forms to request a trial after a nonbinding attorney-client fee arbitration or to request confirmation, correction, or vacatur of a fee arbitration or a contractual arbitration award?</i></b>						
4	Gen-Q1	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Yes, form is a good idea.	The committee agrees.
5	Gen-Q1	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	<p>The ADR Committee believes the proposed forms relating to attorney-client fee arbitration and the proposed information sheet (ADR-103, ADR-104, and ADR-105) are extremely valuable and necessary and a great idea.</p> <p>The majority of the ADR Committee believes there should be a form such as ADR-106 for use following contractual arbitration awards that do not involve</p>	The committee agrees with regard to ADR-103, ADR-104, and ADR-105, and with the majority view concerning form ADR-106.

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#### Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
					attorney-client fee disputes. Please see ADR Committee's comment under form ADR-105 concerning minority view.	
6	Gen-Q1	Ms. Emily Day Fee Arbitration Coordinator Contra Costa County Bar Association	A	N	Yes, there is a need for the forms.	The committee agrees.
7	Gen-Q1	Mr. Robert Gerard President Orange County Bar Association	A	Y	The OCBA believes the new forms ADR-103, ADR-104, ADR-105, and ADR-106 are useful and significantly clarify the rights of the parties to attorney-client fee arbitrations and contractual arbitrations.	The committee agrees.
8	Gen-Q1	Ms. Sandra Mason Director of Civil Operations Superior Court of California, San Luis Obispo County	A	N	There is no need for these forms in this County.	Based on other comments received, the committee believes the forms are important and beneficial.
9	Gen-Q1	Ms. Jill Sperber California State Bar Committee on Mandatory Fee Arbitration		Y	The MFA Committee believes that the Judicial Council forms greatly assist the parties and effectuate the consumer friendly legislative intent underlying the Mandatory Fee Arbitration (MFA) scheme; help to avoid inconsistent assessments by the court as to whether a petitioner has met the statutory requirements for post-arbitration litigation; enhance the efficiency of the post-fee arbitration process; and improve the administration of justice in this area.  The MFA Program is widely used and processes over 2,000 fee arbitrations and	The committee agrees.

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Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
					fee mediation matters annually. The program is designed to be a relatively inexpensive, speedier alternative to litigation and presumes pro per representation by the client. Many local bar MFA programs report to our Committee that parties, including attorney respondents, often request guidance from the local bars regarding their post-arbitration rights.	
➤ <b>Question 2: Are any allegations in proposed forms ADR-103, ADR-104, and ADR-106 unnecessary or not sufficiently important to warrant the burden of providing the information or the length or complexity that they add to the form?</b>						
10	Gen-Q2	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Are any allegations in the proposed forms unnecessary? See below.	Please see responses to Hon. Bauer's response to Question 3 and comments concerning item 10 of forms ADR-103 and ADR-106.
11	Gen-Q2	Ms. Emily Day Fee Arbitration Coordinator Contra Costa County Bar Association	A	N	No – great form – easy to follow.	No response required.

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Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
➤ <b>Question 3: <i>Is it beneficial to include optional allegations of all the statutory grounds for vacating an arbitration award in item 10c of proposed forms ADR-103 and ADR-106 so that parties will be aware of these grounds and can conveniently allege them, or should these optional allegations be eliminated because they may foster baseless allegations?</i></b>						
12	Gen-Q3	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Delete optional grounds – they will tend to foster baseless allegations.	The committee agrees that specifying the grounds for vacating (or correcting) an award might foster baseless allegations. However, it thinks it is very important that these forms set forth the legal grounds for vacating (or correcting) an award, so these can be conveniently alleged (particularly by unrepresented parties) when applicable. Additionally, if these allegations are removed, petitioners might request vacatur or correction without specifying grounds for this relief, leaving the respondent and the court uninformed of the basis for the petition. The committee has therefore retained these allegations in the proposed forms.
13	Gen-Q3	Ms. Emily Day Fee Arbitration Coordinator Contra Costa County Bar Association	A	N	Yes, beneficial – but there will be some people who will abuse it.	The committee agrees. Please see response to Hon. Bauer's comment, above.
14	Gen	Ms. Jill Sperber California State Bar Committee on Mandatory Fee Arbitration		Y	The MFA Committee supports the specificity regarding the grounds available for vacating or correcting an award set forth in ADR-103.	The committee agrees and has retained these provisions.

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#### Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
<b>➤ Question 4: Are any allegations missing from the forms that should be included?</b>						
15	Gen-Q4	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Are any allegations missing? See below.	Please see responses to Hon. Bauer's comments concerning form ADR-105.
16	Gen-Q4	Ms. Emily Day Fee Arbitration Coordinator Contra Costa County Bar Association	A	N	My suggestion to combat misuse: "Are you sure you just aren't angry because the arbitrator didn't agree with you?"	The committee has revised form ADR-105, ¶ 2B to emphasize the limited statutory grounds for vacatur. (Please see response to Hon. Bauer's comment to form ADR-105, ¶ 2B.)
<b>➤ Unnumbered Question: Would it be beneficial to develop other forms that can be used to commence a new action after a nonbinding fee arbitration award [when an action concerning the fee dispute is not already pending]?</b>						
17	Gen	Mr. Robert Gerard President Orange County Bar Association	A	Y	Other forms necessary to commence a new action (complaint) after rejection of a nonbinding fee arbitration are beyond the scope of these procedures.	The committee thinks that forms to commence a new action would be beneficial but does not think it is currently feasible to develop them, because of the variation in causes of action that might need to be alleged.
18	Gen	Ms. Jill Sperber California State Bar Committee on Mandatory Fee Arbitration		Y	While the Committee strongly advocates the need for a form to request a trial in superior court after non-binding arbitration, we believe that the current proposed forms contain important improvements.	Please see response to Mr. Gerard's comment, above.
<b>➤ Form ADR-103: Petition to Confirm, Correct, or Vacate Attorney-Client Fee Arbitration Award</b>						
19	103-gen	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	The current form includes a box to request a trial de novo, which is eliminated in the proposal.	The request for trial after an attorney-client fee arbitration would be moved to form ADR-104.

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#### Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
20	103-gen	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	<p>“Notice” section is too hard to follow because it tries to include too much information that is more easily understood by referring to the information form—suggest following revision:</p> <p>“Notice: Please read form ADR-105, <i>Information Regarding Rights After Attorney-Client Fee Arbitration</i>, before completing this form. Do not use this form to reject a nonbinding attorney-client fee arbitration award and request a trial; use form ADR-104 instead.”</p>	The committee agrees in principle, but also thinks it is important to emphasize the short deadline for filing a request for trial and has revised the notice accordingly.
21	103-3b (4)(b)	Ms. Jill Sperber State Bar of California Committee on Mandatory Fee Arbitration		Y	Venue allegations concerning arbitration conducted outside California should be deleted because this does not occur with the MFA program.	The committee agrees and has deleted the venue provision for arbitrations held outside of California from item (4)(b).
22	103-4	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	The ADR Committee does not think it is necessary to request the arbitrator’s name and believes the form should instead (or maybe also) ask for the arbitration provider organization and its address.	A petition to confirm, correct, or vacate an arbitration award is required to set forth the names of the arbitrators. (Code Civ. Proc., § 1285.4.) Information about any provider organization that administered the arbitration is not required by statute, and the committee is unclear how this information would help other parties respond to, or the court determine, the petition. The committee has therefore not revised this item.
23	103-8	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	The second sentence in 8.a requires attaching a copy of the agreement that the award will be binding, which may be	The committee agrees and has deleted the second sentence.



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#### Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
					difficult and unnecessary.	
24	103-9	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Item 9 should be deleted because permitting a request to confirm an award sooner than 30 days based on the other party's willful failure to appear invites mischief.	The statutes do not require that a party wait 30 days to request confirmation of an award, and there may be good reasons for a party to do so sooner, such as insolvency or limitations issues. Although item 9 allows a party to request confirmation of an award that would otherwise be nonbinding within 30 days by alleging that the other party willfully failed to appear, as a practical matter it is unlikely that a petition to confirm could be brought to hearing or that a court would confirm such an award within 30 days, absent extraordinary circumstances. The committee has therefore retained this optional allegation so that it might be used when appropriate.
25	103-9	Ms. Jill Sperber State Bar of California Committee on Mandatory Fee Arbitration		Y	Although the award is likely to include the circumstances surrounding a party's nonappearance, it may not contain an actual finding of willfulness. A more general question of whether the award refers to the party's nonappearance would capture more information.	The committee agrees and has revised the second sentence to inquire whether the award refers to respondent's nonappearance.
26	103-10b	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Delete box options (a) – (c) in item 10.b.(1).	These items summarize the statutory grounds for correcting an award under Code of Civil Procedure section 1286.6 and are included in current form ADR-103. The committee believes that they should be retained in the revised form, so that parties can determine and conveniently allege the

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#### Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
						requisites for correcting an award. (Please see response to Hon. Bauer's comments under Question 3, above.)
27	103-10c	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Delete box options (a) – (g) in item 10.c.(1).	These items summarize the statutory grounds for vacating an award under Code of Civil Procedure section 1286.2 and are included in current form ADR-103. The committee believes that they should be retained in the revised form, so that litigants can determine and conveniently allege the grounds for vacating an award. (Please see response to Hon. Bauer's comments under Question 3, above.)
28	103-10f	Ms. Jill Sperber State Bar of California Committee on Mandatory Fee Arbitration		Y	While attorney fees for the preparation and appearance in the fee arbitration are not recoverable, fees incurred in an action to confirm, correct, or vacate an award are recoverable by statute. (Bus. & Prof. Code, § 6203(a).) Item 10f makes this right appear conditional.	The committee agrees and has revised the lead-in to item 10f accordingly.
<b>➤ Form ADR-104: <i>Rejection of Award and Request for Trial After Attorney-Client Fee Arbitration</i></b>						
29	104-	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	The notice section is too hard to follow because it tries to include too much information that is more easily understood by referring to the information form.	The committee agrees and has revised the Notice to parallel the revised notice on form ADR-103.

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	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
30	104-4	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	The ADR Committee does not see why the arbitrator's name is necessary and believes the form should instead (or maybe also) ask for the arbitration provider organization and its address.	The committee agrees that the arbitrator's name is not required to be included in a rejection of award and request for trial (unlike a petition to confirm, correct, or vacate an award). The committee does not believe that this information, or the name and address of any arbitration provider organization, would help the parties respond to or the court rule upon a request for trial, and has therefore deleted item 4.
31	104-5c	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	Item 5.c should clarify that it refers to appearance of a party in person or by counsel at the arbitration hearing.	The committee agrees and has revised 5c to state: "... appeared [or did not appear] at the arbitration hearing <u>in person or by counsel.</u> "

#### ➤ Form ADR-105: *Information Regarding Rights After Attorney-Client Fee Arbitration*

32	105-	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Proposed form is improvement over current form.	No response required.
33	105-	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	The ADR Committee believes the form should say something about required service of the form on any other party.	The committee agrees and has added language to paragraphs 1E, 2E, and 3B(3), concerning service upon all parties who have appeared in a pending action and all parties named in a newly commenced action.
34	105-	Ms. Emily Day Fee Arbitration Coordinator Contra Costa County Bar Association	A	N	Excellent instructions. I'm always getting calls about how to correct/vacate, etc. We've never had that info.	No response required.
35	105-	Hon. Ronald L. Bauer	AM	Y	Delete last two sentences [of 1B] and add	The committee agrees with the concept of

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	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
	1B	Rules and Forms Committee Superior Court of California, County of Orange			a section 1.C. to read:  “C. What are my rights if I did not appear at the attorney-client fee arbitration hearing?” If a court determines your failure to appear was willful, you may lose the right to a trial after arbitration. If you want a trial in court, you should follow the instructions in this form to protect your rights.”	creating a separate paragraph C concerning the rights of a party who did not appear, and has used text similar to that suggested by Hon. Bauer.
36	105-1E(1)	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	The parties should be advised that normal trial procedures for discovery, motions, court-connected ADR, etc. will apply if a request for trial is granted.	The committee agrees but thinks this information fits better under paragraph 1B (rights if not satisfied with award), and has added a sentence to that paragraph explaining that if a request for trial is granted, normal pretrial procedures will apply.
37	105-1G	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Delete section 1.G (doesn't do anything)	The committee agrees, and has deleted the paragraph.
38	105-2A	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	The parenthetical phrase concerning a party who willfully failed to appear is incomplete. Delete this or add an asterisk after it and an explanation for what happens when a party who willfully failed to appear at the fee arbitration seeks to reject the award and request a trial de novo.	The committee agrees and has revised the paragraph to move the parenthetical phrase and make it a complete sentence.
39	105-2B	Hon. Ronald L. Bauer Rules and Forms Committee	AM	Y	Eliminate quotation marks around “vacate” and word “narrow” before	In response to this comment and Ms. Day's response to Question 4, the committee has

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## Alternative Dispute Resolution: Forms related to attorney-client fee arbitration and contractual arbitration

	<b>Form and Item</b>	<b>Commentator</b>	<b>Position</b>	<b>Comment on behalf of group?</b>	<b>Comment</b>	<b>Advisory Committee Response</b>
		Superior Court of California, County of Orange			“reasons.”	revised the lead-in to the grounds for vacatur to emphasize that these are limited by statute and do not include disagreement with the award or belief that it is wrong.
40	105-2E	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	<p>This item should state that normal trial procedures for discovery, motions, court-connected ADR, etc. will apply.</p> <p>The information sheet should explain what happens after the court vacates or corrects an award. It then becomes a nullity or final as corrected, and certain action may then follow. At the very least, a cross-reference to applicable points should be given here.</p>	The committee does not think the form should address what will occur after vacatur or correction of an award, because this is varied, complex, and beyond the scope of this basic information form. Since these subjects are not comprehensively addressed elsewhere in this form, cross-references do not seem feasible.
41	105-3A	Ms. Jill Sperber State Bar of California Committee on Mandatory Fee Arbitration		Y	Paragraph 3A should clarify that awards that became binding by operation of law (i.e., because no party requests a trial within 30 days) may be enforced by the State Bar.	The committee has revised paragraph 3A(2)(a) to indicate that State Bar assistance may be requested in enforcing awards that are binding for either of the reasons stated in paragraph 2A, which defines “binding award.”

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	Form and Item	Commentator	Position	Comment on behalf of group?	Comment	Advisory Committee Response
➤ <b>Form ADR-106: <i>Petition to Confirm, Correct, or Vacate Contractual Arbitration Award</i></b>						
42	106-	Mr. Saul Bercovitch State Bar of California ADR Committee	A	N	As noted under Question 1, the majority of the ADR Committee supports a form relating to contractual arbitration awards that do not involve attorney-client fee disputes (i.e., ADR-106). A minority believes that these procedures involve (unspecified) complexities that are not addressed in ADR-106, and that it may not be possible to address them in any form.	The committee agrees with the majority of the ADR committee, and believes ADR-106 would be suitable and beneficial for requesting confirmation, correction, or vacatur of most contractual arbitration awards. Since it would be an optional form, litigants could still draft their own pleading when the complexities of a particular case or other considerations dictate.
43	106-10c	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Delete box options (a) – (c) in item 10.b.(1).	The committee believes that these items, which set forth the statutory grounds for correcting an award under Code of Civil Procedure section 1286.6, should be retained so that (especially unrepresented) litigants will recognize and can conveniently allege them. (Please see responses to comments concerning Question 3 and form ADR-103, item 10b.)
44	106-10c	Hon. Ronald L. Bauer Rules and Forms Committee Superior Court of California, County of Orange	AM	Y	Delete box options (a) – (g) in item 10.c.(1).	The committee believes that these items, which set forth the statutory grounds for vacating an award under Code of Civil Procedure section 1286.2, should be retained so that (especially unrepresented) litigants will recognize and can conveniently allege them. (Please see responses to comments concerning Question 3 and form ADR-103, item 10c.)